

EXHIBIT

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**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF MISSOURI
EASTERN DIVISION**

STATE OF MISSOURI, et al.,

Plaintiffs,

v.

No. 4:21-cv-01300

JOSEPH R. BIDEN, JR., et al.,

Defendants.

DECLARATION OF KAREN PAT PITNEY

1. My name is Karen Pat Pitney, and I am the interim President of the University of Alaska. I am also a resident of Alaska and over the age of majority. I have personal knowledge of the facts in this declaration, and those facts are true and correct to the best of my knowledge.

2. I submit this declaration in support of Plaintiffs' Motion for Preliminary Injunction.

3. The University of Alaska System includes the following three separately accredited institutions of higher education: University of Alaska Fairbanks (UAF), University of Alaska Anchorage (UAA), and University of Alaska Southeast (UAS).

4. The University of Alaska System operates world-class research facilities, the interruption and threatened interruption of which will cause incalculable and irreparable damage to the State of Alaska, national security, and the national scientific community.

5. UAF currently has \$200 million in multi-year federal contracts impacted by the

Executive Order, and expects close to \$100 million more in the coming months.

6. UAF's Geophysical Institute operates some of the most sophisticated rocket science programs in the world, including the Poker Flats Rocket Range and the Wilson Alaska Technical Center's Geophysical Detection of Nuclear Proliferation University Affiliated Research Center (Rocket Science Programs).

7. Contracts with the Department of Defense (DoD) and National Aeronautics and Space Administration (NASA) provide the vast majority of the funding for UAF's Rocket Science Programs.

8. The contracts with DoD and NASA cover thirty percent of the overhead for the Rocket Science Programs.

Poker Flat Rocket Range

9. UAF Operates the Poker Flat Rocket Range. The Poker Flat Rocket Range is the only high-altitude rocket range in the United States, the largest land-based rocket research range in the world, and the only scientific rocket launching facility in the world owned by a university.

10. One of the contracts involving the Poker Flat Rocket Range is Contract # 80GSFC20C0023.

11. Contract # 80GSFC20C0023 provides funding to support the ongoing operations by UAF of the Poker Flat Rocket Range under contract to NASA's Wallops Flight Facility, which is part of the Goddard Space Flight Center.

12. On October 7, 2021, the NASA contracting officers contacted the UAF's Office of Grants and Contracting Administration (OGCA), noting that they were tasked with modifying Contract # 80GSFC20C0023 to include a clause implementing Executive Order

14042, and attached a copy of the clause. *See Exhibit 1.*

13. On October 12, 2021, the OGCA noted the receipt of the email. *Id.*

14. On October 18, NASA contracting officers followed up requesting an update on the signature status of the modification sent on October 7. *Id.*

15. On October 19, the OGCA replied noting that it had forwarded the modification request to the University of Alaska's General Counsel for review, and requested time to review the modification request. *Id.*

16. On October 26, 2021, the federal contracting officer contacted OGCA requesting an update by no later than close of business on October 27, 2021, and noting that the modification "was required to be implemented by October 15, 2021." *Id.*

17. The OGCA replied that the University of Alaska's General Counsel was still reviewing the contract modification, noted that the University of Alaska had concerns about the breadth of the impact and asked: "Is there a possibility to add language that limits this to those that work physically at the range or narrow it in some form?" *Id.*

18. The federal contracting officer replied that he could "appreciate that this situation [(concern about overbreadth)] might arise," but that he and his fellows "have been instructed not to include or modify language." *Id.*

19. Rather, the federal contracting officer explained that they "have been instructed by NASA [headquarter]s to incorporate the modification as is, due to the need to have a standard application across all NASA contracts." *Id.*

20. The language used by NASA's contracting officer demonstrates that the "bilateral modification" was an attempt to unilaterally amend Contract # 80GSFC20C0023, as the University of Alaska had no power to negotiate.

21. The University of Alaska interpreted this exchange to imply a threat of termination for failure to acquiesce in the modification demand.

Wilson Alaska Technical Center's Geophysical Detection of Nuclear Proliferation

22. UAF operates the DOD-funded Geophysical Detection of Nuclear Proliferation (GDNP) University Affiliated Research Center (UARC) which detects, locates, characterizes, and assesses the threat potential of nuclear activities worldwide through research, development, testing, and evaluation of scientific and technological capabilities.

23. One of the federal contracts supporting the GDNP UARC is Contract # HQ0034-18-D-0027 P00003.

24. Contract # HQ0034-18-D-0027 P00003 provides funding to operate and maintain the facilities, equipment, and personnel necessary to the ongoing service of U.S. government interest in nuclear treaty verification through the issuance of discrete task orders that fall under the GDNP UARC's core mission of the geophysical detection of nuclear proliferation.

25. On October 15, DoD contracting officers contacted UAF's OGCA with the contract modification stating "please review and sign the attached, so that we can continue using your services under the UARC." Exhibit 2.

26. The DOD contracting officer stated that DoD would "prefer a response [n later than] 21 October 2021," and noted "our options for moving much beyond this date are quite limited." *Id.*

27. Unlike NASA, DoD's modification initially took the form of a unilateral change request, though it was subsequently changed to a bilateral change request. *Id.*

28. On October 26, 2021, Associate General Counsel Wayne L. Mowery, Jr.

contacted DoD's contracting officer requesting clarification. *Id.*

29. On October 28, 2021, the DoD contracting officer responded to the request for clarification indicating that the contracting officer lacked authority to incorporate any changes to the proposed modification as the terms were issued outside of the Department of Defense. *Id.*

30. As with the NASA contract with the Poker Flat Rocket Range, DoD did not afford UAF any opportunity to negotiate as to the modification's language.

31. The University of Alaska interpreted this exchange to imply a threat of termination for failure to acquiesce in the modification demand.

Harm

32. The University of Alaska System, including specifically UAF, will suffer irreparable harm including the potential loss of world-renowned faculty and degree candidates for its post-graduate degree programs.

33. Losing federal contracts would result in the loss of over 750 jobs, including faculty members and degree candidates. If faculty members are lost, it is uncertain whether or not they would be willing to return, as any departing faculty members would almost certainly be recruited by other institutions.

34. The loss of federal contracts would cause a ripple effect that would be felt across the nation and world as UAF's research provides data to public and private sector scientific facilities.

35. The loss of faculty and staff including degree-candidate students would constitute irreparable harm to UAF and would potentially constitute irreparable harm to the national scientific community.

36. The federal contracts in question fund world renowned faculty members who are highly sought after and other universities and research institutions would vigorously compete to recruit any faculty members and degree candidates who lost their employment with UAF.

37. Losing faculty members would result in a loss of those faculty members' scientific knowledge, institutional memory, and human capital, and this loss cannot be quantified in monetary terms or remedied by monetary damages.

38. Losing faculty members and degree candidates would hobble the Poker Flat Rocket Range and GDNP UARC individually as well as the UAF's Geophysical Institute as a whole, and require years, if not decades, to recover.

University of Alaska System's Response

39. Due to the Federal government's outright refusal to negotiate the proposed modification, UAF had no choice but to accept the proposed modifications to the contracts in question to avoid catastrophic damage to UAF, the State of Alaska, the United States, and the worldwide scientific community and to limit potential future impacts to UAF relationships with key funding agencies.

40. At the request of UAF, the University of Alaska System has elected to implement a vaccination requirement as necessary to comply with the accepted contract modifications.

41. UAF has implemented a vaccination requirement for all employees working on the UAF Troth Yeddha' campus in Fairbanks and at all UAF research sites, as well as all UAF employees at other locations who are funded by UAF federal contracts.

42. At this time the University of Alaska System does not believe the vaccination

requirement implicates the operations of the UAA and UAS campuses, but the extent of the executive order's vaccine mandate as interpreted by different federal agencies is unclear.

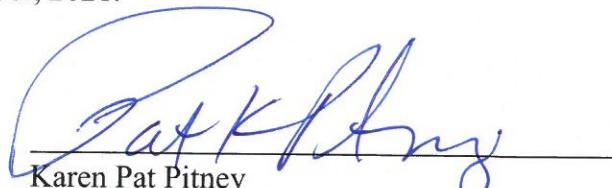
43. This ongoing uncertainty undermines the University of Alaska System's ability to confidently assess whether its actions thus far satisfy the federal government's interpretation of the vaccine mandate.

44. As a critical provider of educational, research, and government support services in Alaska, maintaining federal research contract support serves the economic and security interests of the State of Alaska and the United States as a whole.

45. In light of the criticality of these programs to the operations of the University of Alaska and the significant impacts loss of such funding would entail, the proposed modifications and the process used in implementing the requirements removed any meaningful options the University of Alaska had in relation to the acceptance or rejection of the proposed modifications.

I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge.

Executed on this 4th day of November, 2021.



Karen Pat Pitney
Interim President, University of Alaska

EXHIBIT

1

From: [REDACTED]
Sent: Thursday, November 4, 2021 9:33 AM
To: [REDACTED]
Subject: FW: [EXTERNAL] RESPONSE: PFRR Contract #80GSFC20C0023 Mod #11 - COVID FAR Clause

From: Koerner, Martin E. (WFF-210I) [REDACTED]
Sent: Tuesday, October 26, 2021 12:44 PM
To: Tapiana Wray [REDACTED]
Cc: Feimster, Lashawn K. (GSFC-210I) [REDACTED]
Subject: RE: [EXTERNAL] RESPONSE: PFRR Contract #80GSFC20C0023 Mod #11 - COVID FAR Clause

Hi Taps,

Thanks for the response and I can appreciate that this situation might arise. However, we have been instructed not to include or modify language in the mods. NASA is using the authority of the changes clause to incorporate the EO to preserve the rights of the contractors. Furthermore, release language has not been incorporated into the mod, nor any reference to the change being incorporated at no cost. We have been instructed by NASA HQs to incorporate the modification as is, due to the need to have a standard application across all NASA contracts. We acknowledge that you are reserving your right to seek an equitable adjustment at a later time if there is an impact that can be quantified, which the Changes Clause does allow.

Please let me know if you have any other questions.

Thank You

Martin E. Koerner, II
Contract Specialist, Code 210: I
NASA, Goddard Space Flight Center
Wallops Flight Facility, Code 210: W
Wallops Island, VA 23337
Phone: [REDACTED]

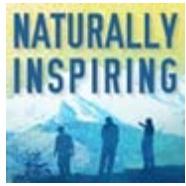
From: Tapiana Wray [REDACTED]
Sent: Tuesday, October 26, 2021 2:22 PM
To: Koerner, Martin E. (WFF-210I) [REDACTED]
Subject: RE: [EXTERNAL] RESPONSE: PFRR Contract #80GSFC20C0023 Mod #11 - COVID FAR Clause

Hi Martin,

This is still with General Counsel. Is there a possibility to add language that limits this to those that work physically at the range or narrow it in some form? As you can imagine this is creating some concerns about breadth of impact and those implications.

Many thanks,

Taps



Tapiana Wray MBA, MEd, HRM, CPRA
Acting Executive Director
Principal Grant & Contract Management Officer
Office of Grants & Contracts Administration
University of Alaska Fairbanks
PO Box 757880 | Fairbanks, AK 99775-7880

Phone [REDACTED] | [REDACTED]
Office: [REDACTED]

Website: <http://www.uaf.edu/ogca/>

The [University of Alaska Fairbanks](#) is an AA/EQ employer and educational institution and prohibits illegal discrimination against any individual. Learn more about UA's [notice of nondiscrimination](#).

From: Koerner, Martin E. (WFF-210I) [REDACTED]
Sent: Tuesday, October 26, 2021 10:58 AM
To: Tapiana Wray [REDACTED]
Cc: Feimster, Lashawn K. (GSFC-210I) [REDACTED]; Marsh, Gordon D. (WFF-8100) [REDACTED]; Kathe Rich [REDACTED]; Teri Langton [REDACTED]; Melissa Campbell [REDACTED]; Wayne Mowery Jr [REDACTED]
Subject: RE: [EXTERNAL] RESPONSE: PFRR Contract #80GSFC20C0023 Mod #11 - COVID FAR Clause

Hi Tapiana,

I wanted to kindly follow up with the status of this request. Please provide an update by no later than COB tomorrow as this was required to be implemented by October 15, 2021.

Thank You

Martin E. Koerner, II
Contract Specialist, Code 210: I
NASA, Goddard Space Flight Center
Wallop Flight Facility, Code 210: W
Wallop Island, VA 23337
Phone: [REDACTED]

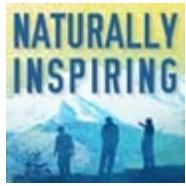
From: Tapiana Wray [REDACTED]
Sent: Thursday, October 21, 2021 1:02 PM
To: Koerner, Martin E. (WFF-210I) [REDACTED]
Cc: Feimster, Lashawn K. (GSFC-210I) [REDACTED]; Marsh, Gordon D. (WFF-8100) [REDACTED]; Kathe Rich [REDACTED]; Teri Langton [REDACTED]; Melissa Campbell [REDACTED]; Wayne Mowery Jr [REDACTED]
Subject: RE: [EXTERNAL] RESPONSE: PFRR Contract #80GSFC20C0023 Mod #11 - COVID FAR Clause

Hi Martin,

Sounds good. Thank you.

Many thanks,

Taps



Tapiana Wray MBA, MEd, HRM, CPRA
Acting Executive Director
Principal Grant & Contract Management Officer
Office of Grants & Contracts Administration
University of Alaska Fairbanks
PO Box 757880 | Fairbanks, AK 99775-7880

Phone [REDACTED] | [REDACTED]
Office: [REDACTED] | [REDACTED]

Website: <http://www.uaf.edu/ogca/>

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From: Koerner, Martin E. (WFF-210I) [REDACTED]
Sent: Thursday, October 21, 2021 9:57 AM
To: Tapiana Wray [REDACTED]
Cc: Feimster, Lashawn K. (GSFC-210I) [REDACTED]; Marsh, Gordon D. (WFF-8100) [REDACTED]; Kathe Rich [REDACTED]; Teri Langton [REDACTED]; Melissa Campbell [REDACTED]; [REDACTED];
Subject: RE: [EXTERNAL] RESPONSE: PFRR Contract #80GSFC20C0023 Mod #11 - COVID FAR Clause

Hi Tapiana,

Please advise the University legal counsel to submit questions in writing to the CO, LaShawn Feimster and copy myself. We will work with NASA legal counsel to address the questions.

Thank You

Martin E. Koerner, II
Contract Specialist, Code 210: I
NASA, Goddard Space Flight Center
Wallop Flight Facility, Code 210: W
Wallop Island, VA 23337
Phone: [REDACTED]

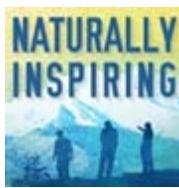
From: Tapiana Wray [REDACTED]
Sent: Tuesday, October 19, 2021 9:01 PM
To: Koerner, Martin E. (WFF-210I) [REDACTED]
Cc: Feimster, Lashawn K. (GSFC-210I) [REDACTED]; Marsh, Gordon D. (WFF-8100) [REDACTED]; Kathe Rich [REDACTED]; Teri Langton [REDACTED]; Melissa Campbell [REDACTED]; [REDACTED]; [REDACTED];
Subject: RE: [EXTERNAL] RESPONSE: PFRR Contract #80GSFC20C0023 Mod #11 - COVID FAR Clause

Hi Martin,

Thank you for following up. The request for bilateral modification of existing Contract # 80GSFC20C0023 as authorized by agreement of the parties has been forwarded to University legal for review of the proposed additional terms. The University will follow up with NASA once it has completed its internal review of this request. Would you be able to provide contact information for NASA legal counsel handling such requests in case University legal counsel has additional questions or comments on the proposed bilateral modification.

Many thanks,

Taps



Tapiana Wray MBA, MEd, HRM, CPRA
Acting Executive Director
Principal Grant & Contract Management Officer
Office of Grants & Contracts Administration
University of Alaska Fairbanks
PO Box 757880 | Fairbanks, AK 99775-7880

Phone: [REDACTED]

Office: [REDACTED]

Website: <http://www.uaf.edu/ogca/>

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From: Koerner, Martin E. (WFF-210I) [REDACTED]
Sent: Monday, October 18, 2021 12:24 PM
To: Rosemary Madnick [REDACTED]; Tapiana Wray [REDACTED]; Melissa Campbell [REDACTED]
Cc: Feimster, Lashawn K. (GSFC-210I) [REDACTED]; Marsh, Gordon D. (WFF-8100) [REDACTED]; Kathe Rich [REDACTED]; Teri Langton [REDACTED]
Subject: RE: [EXTERNAL] RESPONSE: PFRR Contract #80GSFC20C0023 Mod #11 - COVID FAR Clause

Good Afternoon,

Please provide the status of the signed modification the Government is requesting.

Thank You,
Martin

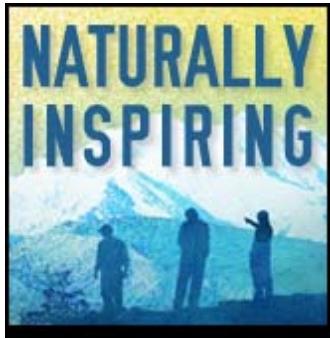
Martin E. Koerner, II
Contract Specialist, Code 210: I
NASA, Goddard Space Flight Center
Wallops Flight Facility, Code 210: W
Wallops Island, VA 23337
Phone: [REDACTED]

From: Rosemary Madnick [REDACTED]
Sent: Tuesday, October 12, 2021 3:50 PM
To: Koerner, Martin E. (WFF-210I) [REDACTED]; Tapiana Wray [REDACTED]; Melissa Campbell [REDACTED]
Cc: Feimster, Lashawn K. (GSFC-210I) [REDACTED]; Marsh, Gordon D. (WFF-8100) [REDACTED]; Kathe Rich [REDACTED]; Teri Langton [REDACTED]
Subject: [EXTERNAL] RESPONSE: PFRR Contract #80GSFC20C0023 Mod #11 - COVID FAR Clause

Thank you Martin, we have noted receipt of the email.

Stay well,

Rosie



Rosemary Madnick

Executive Director
Office of Grants and Contracts Administration
University of Alaska Fairbanks
West Ridge Research Building (WRRB)
2145 North Tanana Loop, WRRB 008
P.O. Box 757880
Fairbanks, Alaska 99775-7880

[REDACTED]
Phone:

www. <http://uaf.edu/ogca/>

President, National Council of University Research Administrators (NCURA)
Washington, DC

My last day with the University of Alaska Fairbanks is Friday, October 15, 2021. If there is anything you need prior to my departure, notify me immediately so I may address.

This email will not be valid for any correspondence related to the Office of Grants and Contracts Administration (OGCA) after my departure. Please contact any of the following individuals for assistance on OGCA matters:

OGCA Management Team:

*Acting Executive Director and Principal Grants and Contracts Management Officer (Pre-Award)
Taps Wray - [REDACTED]*

Principal Grants and Contracts Management Officer (Post-Award)

Samantha Aleshire - [REDACTED]

OGCA General Information:

It was a pleasure to work with everyone during my time at the University.

OGCA values your opinion!

Please take our short survey and tell us how we're doing!

[Client Satisfaction Survey](#)

The [University of Alaska Fairbanks](#) is an AA/EO employer and educational institution and prohibits illegal discrimination against any individual. Learn more about UA's [notice of nondiscrimination](#).

From: Koerner, Martin E. (WFF-210I) [REDACTED]

Sent: Thursday, October 7, 2021 1:00 PM

To: Tapiana Wray [REDACTED]; Melissa Campbell [REDACTED]; Rosemary Madnick [REDACTED]

Cc: Feimster, Lashawn K. (GSFC-210I) [REDACTED]; Marsh, Gordon D. (WFF-8100)

[REDACTED]; Kathe Rich [REDACTED]

Subject: PFRR Contract #80GSFC20C0023 Mod #11 - COVID FAR Clause

Importance: High

Good Afternoon,

Please find attached for your signature Modification #11 which implements Executive Order 14042, Ensuring Adequate COVID Safety Protocols for Federal Contractors, dated September 9, 2021. I have been tasked with inserting this clause into the contract via bilateral modification by October 15, 2021. Please review and let me know immediately if you have any questions or require anything further in order to execute this modification. Your prompt attention in this matter is greatly appreciated.

Thank You

Martin E. Koerner, II
Contract Specialist, Code 210: I
NASA, Goddard Space Flight Center
Wallops Flight Facility, Code 210: W
Wallops Island, VA 23337
Phone: [REDACTED]

EXHIBIT

2

From: Boorstein, Douglas J CIV WHS AD (USA) [REDACTED]
Sent: Thursday, October 28, 2021 12:12 PM
To: [REDACTED]
Cc: 'Tapiana Wray'; 'Keith Dunkle'; 'Matthew Mohler'; 'Matthew Cooper'
Subject: RE: [Non-DoD Source] RE: HQ0034-18-D-0027 P00003 - Adding Covid-19 Deviation

Good afternoon,

Thanks for your note. My responses are interspersed below, in orange. As a side note, while I do not work for WHS-AD as an attorney, I am a licensed attorney, and also attended Dickinson School of Law.

--

Douglas J. Boorstein
Contracting Officer and Team Lead
Research, Logistics, and Analysis Branch (RLAB)
Enterprise Acquisition and Sustainment Division (EASD)
Washington Headquarters Services - Acquisition Directorate
4800 Mark Center Drive, Suite 09F09
Alexandria, VA 22350
Phone: [REDACTED]
Government iPhone: ([REDACTED]
Email: [REDACTED]

From: [REDACTED] [REDACTED]
Sent: Tuesday, October 26, 2021 7:49 PM
To: Boorstein, Douglas J CIV WHS AD (USA) [REDACTED]
Cc: 'Tapiana Wray' [REDACTED]; 'Keith Dunkle' [REDACTED]; 'Matthew Mohler'
[REDACTED]; 'Matthew Cooper' [REDACTED]
Subject: FW: [Non-DoD Source] RE: HQ0034-18-D-0027 P00003 - Adding Covid-19 Deviation

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Mr. Boorstein:

Your bilateral modification request has been forwarded to the Office of General Counsel at the University of Alaska for review. As we consider the impact of your proposed modifications to the performance obligations of UA under the contract in question, we have a couple questions which we would like clarified. If you could please provide feedback on the following questions, it would assist our office in reviewing the terms of the proposed modification and to consider the impacts from accepting these new terms.

1. Will DOD consider requests for edits to the proposed modification language and terms to clarify the extent of coverage and scope of terms such as "covered contractor employee" or "covered contractor workplaces" as currently outlined in the Safer Federal Workforce Task Force? If so, we would be happy to draft and circulate revised proposed terms to start negotiations on such proposed edits.

This guidance is issued outside of the Department of Defense, under the authority of the Director of the Office of Management and Budget. As such, I do not have authority to negotiate the extent of coverage nor changes to the definitions. If the language is changed by the Office of Management and Budget, we would incorporate those changes (or, if the changes were at the discretion of the agency concerned, be at least willing to negotiate those changes with the University of Alaska).

2. Will DOD consider edits to extend the implementation timelines set forth in the Safer Federal Workforce Task Force Guidance, given the extremely tight timelines provided?

Again, this guidance is issued outside of the Department of Defense, by the Director of the Office of Management and Budget. As such, I do not have authority to negotiate changes to the timelines.

3. Will DOD be providing applicable equitable adjustments per Federal Acquisition Regulation guidance for out-of-scope contract performance changes that result from this modification to the terms of the contract in question, including potential adjustments in both costs and performance schedules as appropriate?

On a case by case basis, the Department of Defense will *consider* a request for equitable adjustment. The University of Alaska would need to justify its request.

I appreciate your response and look forward to working with you through this bilateral modification process.

I am willing to have a teleconference with you to discuss this, but, as discussed above, I have very limited authority to negotiate changes to the guidance.

Sincerely,
Wayne

=====

This electronic transmission contains confidential information belonging to the University of Alaska Office of the General Counsel. If you are not the intended recipient or an authorized agent or employee of the intended recipient, please read no further and follow the instructions at the end of this message.

=====

Wayne L. Mowery, Jr.
Associate General Counsel
Email: [REDACTED] <[REDACTED]>
Phone: [REDACTED]

=====

This is an attorney-client privileged communication. If this transmission has reached you in error, any review, examination, use, disclosure, reproduction or distribution of this transmission or the information contained herein is prohibited. Please immediately notify the sender by telephone at [REDACTED] and delete this message. Thank you.

From: Boorstein, Douglas J CIV WHS AD (USA) [REDACTED] >
Sent: Thursday, October 21, 2021 10:39 AM
To: Tapiana Wray [REDACTED]; Keith Dunkle [REDACTED]
Cc: LP Persia OLeary [REDACTED]; Maren Savage [REDACTED]
[REDACTED]; Matthew Mohler [REDACTED]
[REDACTED]; [REDACTED]
Subject: RE: [Non-DoD Source] RE: HQ0034-18-D-0027 P00003 - Adding Covid-19 Deviation

Good afternoon,
I've revised this in accordance with your request. Please advise if acceptable, and, if it is, sign and return this document. Thanks.

--
Douglas J. Boorstein
Contracting Officer and Team Lead
Research, Logistics, and Analysis Branch (RLAB)
Enterprise Acquisition and Sustainment Division (EASD)
Washington Headquarters Services - Acquisition Directorate
4800 Mark Center Drive, Suite 09F09
Alexandria, VA 22350
[REDACTED]

Government iPhone: [REDACTED] <Caution-mailto:[REDACTED]>
Email: [REDACTED]

From: Tapiana Wray [REDACTED]
Sent: Tuesday, October 19, 2021 8:54 PM
To: Boorstein, Douglas J CIV WHS AD (USA) [REDACTED]
Cc: LP Persia OLeary [REDACTED]; Keith Dunkle [REDACTED]
[REDACTED]; Maren Savage [REDACTED]
[REDACTED]; Matthew Mohler [REDACTED]
[REDACTED]; [REDACTED]
Subject: [Non-DoD Source] RE: HQ0034-18-D-0027 P00003 - Adding Covid-19 Deviation

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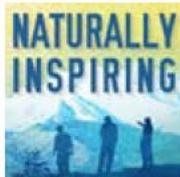
Good Afternoon Douglas,

Thank you for the modification. As our General Counsel has reviewed this there is a question about the language that is used for this supplement. The question is the use of FAR 52.253-2 Alt V falls under unilateral change requests within the scope of the contract. EO 14042 should be a bilateral modification by agreement of both parties. We request the change to Section 13 – check Box D and insert Bilateral Modification by agreement of the parties.

Please let me know if this change is agreeable.

Many thanks,

Taps



Tapiana Wray MBA, MEd, HRM, CPRA
Acting Executive Director
Principal Grant & Contract Management Officer
Office of Grants & Contracts Administration
University of Alaska Fairbanks
PO Box 757880 | Fairbanks, AK 99775-7880

Phone
Office:

Website: Caution-Caution-<http://www.uaf.edu/ogca/> < Caution-
http://www.uaf.edu/ogca/ > < Caution-Caution-
http://www.uaf.edu/ogca/ < Caution-<http://www.uaf.edu/ogca/> > >
The University of Alaska Fairbanks < Caution-Caution-
<http://www.uaf.edu/> < Caution-<http://www.uaf.edu/> > > is an AA/EO
employer and educational institution and prohibits illegal discrimination against any individual. Learn
more about UA's notice of nondiscrimination < Caution-Caution-
<https://www.alaska.edu/titleIXcompliance/nondiscrimination> < Caution-
<https://www.alaska.edu/titleIXcompliance/nondiscrimination> > >.

Begin forwarded message:

From: "Boorstein, Douglas J CIV WHS AD (USA)"

>>

Subject: HQ0034-18-D-0027 P00003 - Adding Covid-19 Deviation

Date: October 15, 2021 at 2:51:32 PM AKDT

To: Matthew Mohler

. Keith Dunkle

Cc: "Campbell, Craig P CIV OSD OUSD A-S (USA)"

"Williams, David G CIV DTRA RD (USA)"

"Narcisse Pierre A CIV WHS AD (USA)"

Good afternoon,

As discussed, please review and sign the attached, so that we can continue using your services under the UARC.

I would prefer a response NLT 21 October 2021. Please advise if you will be unable to meet this date. However, as discussed, our options for moving much beyond this date are quite limited.

Thanks.

2

Douglas J. Boorstein
Contracting Officer and Team Lead
Research, Logistics, and Analysis Branch (RLAB)
Enterprise Acquisition and Sustainment Division (EASD)
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